

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

<b>In the Matter of the</b>	)	<b>CG Docket No. 02-278</b>
	)	
<b>Rules and Regulations Implementing</b>	)	
	)	
<b>the Telephone Consumer Protection</b>	)	
	)	
<b>Act of 1991</b>	)	

**Comments of Joe Shields on the Petition**

**For Expedited Declaratory Ruling of Soundbite Communications, Inc.**

I want to thank the Commission for providing the public the opportunity to comment on the Commission's Rules and Regulations Implementing the Telephone Consumer Protection Act (TCPA) of 1991. Specifically the Commission seeks comments on the petition for a declaratory ruling that entities can send "one more text message" to those that opt out of text messaging calls. It is ridiculous to suggest that foisting yet one more text message call on someone that does not want them should be sanctioned by the Commission.

**TEXT MESSAGES ARE "CALLS"**

The Commission and every court that has addressed text messages to cell phones have found that text messages are "calls"<sup>1</sup>. Simply because they are automated responses does not change what they are. They are calls for which there are two exemptions: prior express consent or made for an emergency purpose. Petitioner's automated responses do not fit in either exemption.

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<sup>1</sup> FCC-03-153A1 at paragraph 165: "**This encompasses both voice calls and text calls to wireless numbers** including, for example, short message service (SMS) calls, provided the call is made to a telephone number assigned to such service." See also Satterfield v Simon & Shuster Inc., Joffe v. Acacia National Mortgage Corporation, Lozano v. Twentieth Century Fox Film Corp. and Abbas v Selling Source.

Prior express consent is withdrawn by the sending of “STOP”. Further, there are costs involved in receiving such opt out acknowledgements. To those that did not provide prior express consent to receive them an opt out acknowledgment is a slap in the face.

#### **ANOTHER ATTEMPT TO EXEMPT ALL DIALERS IN USE TODAY**

Here again is yet another of the voluminous attempts to exempt devices which make automated calls from the definition of automatic dialer. Most recently, an attempt was made, by financially influencing a member of congress, to introduce a bill (HR 3035) that would have exempted every dialer in use today. Due to the ire raised by such a ludicrous proposal the bill was withdrawn. What the Commission has before it is yet another attempt to exempt every auto dialer in use today.

The computing device that makes the automatic opt out acknowledgment text message calls has the capacity to be programmed to do any number of things. Just because it is not programmed to do so does not limit the computers capacity. Obviously, it takes computer language code, a program, to decipher the word “STOP” and then initiate an action to make a text message call. Simply because this program is not coded to store or produce numbers or to dial numbers sequentially or randomly doesn’t mean the device on which the program resides does not have the capacity to do so.

Claiming there is only one program on Petitioners computer that is used to respond to “STOP” messages is laughable. There must be other programs installed on Petitioners device for instance an operating system. Further, Petitioner admits in its petition that its device is programmable. Obviously, Petitioner’s device has the capability to be programmed for any purposes. Therefore, Petitioner’s device fits squarely into the definition of auto dialer.

I submit to the Commission that Petitioner “blasts” client’s text message calls. In all probability the device that has the “program” Petitioner refers to in its petition to automatically respond to “STOP” messages also has the program on it that “blasts” Petitioner’s client’s text message calls.

### **MMA “BEST PRACTICES” ARE NOT ENFORCEABLE**

The Mobile Marketing Association (hereinafter “MMA”) is not a state or federal agency and cannot create rules to govern text message calls that are enforceable by any state or federal agency or a court of law. The MMA advocates for its members and not consumers. The MMA’s “best practices” may exist as an agreement between their members and wireless carriers but is not binding on recipients of text message calls, state or federal agencies or the courts.

This “best practices” never addresses the fact that most recipients of text message calls pay not only to receive them but also pay for the reply “STOP” text message and this ridiculous opt out acknowledgment. For example, someone that has no text message plan receives an unsolicited text message call. They then reply with “STOP” and get yet one more text message call. In this scenario the victim of the initial illegal text message call has had three text message charges added to their cell phone bill.

Further, I can attest to the fact that members of the MMA care little about the “best practices” of the MMA, engage in making or causing illegal text message calls and intentionally ignore and interfere with opt out requests.

### **MMA MEMBERS ROUTINELY VIOLATE THE TCPA**

One MMA member, Smily Media Inc. (hereinafter “Smiley”), is responsible for an illegal text message call to my cell number<sup>2</sup>. We all know the excuse “you must have submitted your cell number to one of our marketing partners”. Such claims are patently false – I have never provided my cell number on any web site nor do I provide my cell number to any company I do business with.

Smiley’s text message call contained a link that led to their web site yet they are claiming they are not liable for the illegal text message call. See attached Text Message Call information sheet and the “Step Three” web page of Smiley linked to from the illegal text message call. Obviously, Smiley’s marketing network service was advertised by the illegal text message call.

When I tried to opt out, they failed to take any action to stop future text message calls advertising their marketing network services. In fact, Smiley even changed its privacy policy to make opt out impossible. Due to the flagrant interference with my opt out attempt, I received several more of the illegal text message calls to my cell number that are too similar in nature to be a coincidence.

Would a text message call from Smiley’s marketing network acknowledging my opt out have been proper? Absolutely not! One of the text message calls advertising their marketing network service was received **at 01:45 a.m. on a Sunday morning**. Not that I am required to opt out of text message calls I did not opt into, I certainly should not have been subjected to yet another offending text message call **at 01:45 a.m. on a Sunday morning** to confirm I had opted out from this marketing network service.

### **OPT OUT ACKNOWLEDGMENTS ARE ILLEGAL**

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<sup>2</sup> See Shields v. Smiley Networks Inc. d/b/a Smiley Media In the Small Claims Court, Precinct No. 8 Place 2, Harris County, Texas

Another example of how ludicrous the petition is comes from what is another marketing network similar to that of Smiley's. A very similar text message call I received had a link that takes one to a web page form that states that when one submits the alleged "survey" information they have agreed to prerecorded calls from Worldwide Commerce Associates LLC<sup>3</sup> (hereinafter "WCA"). See attached "WCA Survey Form" According to this company's policies and FAQ's, they make one more illegal prerecorded call to a cell number when that number is opted out of their prerecorded call marketing network service.

"After you submit a removal request, you will receive one more recorded phone call from us that confirms the fact that you've been removed."

"After you submit your request, you will receive a call from us that either (a) confirms your removal; (b) informs you that your removal request was already processed; or (c) informs you that your number was never in our consent database."

See: highlighted WCA FAQ attached hereto.

It is outrageous to make such claims. Subjecting victims of their illegal prerecorded calls to yet more prerecorded calls that steals more minutes from the victim's bucket of minutes is not only unacceptable it is illegal. In this case, I couldn't make a proper do-not-call request with this company without subjecting myself to their stealing more minutes from my cell phone plan.

The TCPA requires prior express consent. Prior express consent is withdrawn by the opt out. Therefore, there is no longer prior express consent for the opt out acknowledgement. Any opt out acknowledgement made after termination of prior express consent is a violation of the TCPA.

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<sup>3</sup> Apparently, Worldwide Commerce Associates LLC is responsible for tens if not hundreds of thousands of text message calls claiming the recipient has won a Walmart or Best Buy \$1,000.00 gift card

## **OPT OUT ACKNOWLEDGMENTS ARE A FORM OF THEFT**

The direct result of opt out acknowledgements is another deduction from the bucket of text messages of the recipient of such opt out acknowledgements. Any excuse of “unlimited” minutes or “unlimited” text messaging is without merit – every carrier has a “cap” on usage and there are no true “unlimited” plans. Does everyone have these “capped” unlimited plans? Maybe the most affluent of our society can afford them but that is a very limited segment of the population. These opt out acknowledgement text message calls will negatively affect those with **limited** text message plans the most.

Many seniors have limited text message plans since they text very little. My mother, age 87, has sent me less than 2 dozen text messages over the last year. The Commission should consider that seniors and the less affluent with **limited** text message plans are affected the most by these opt out acknowledgement text message calls.

## **THE PETITION SEEKS INSULATION FROM LAW SUITS**

Soundbite Communications Inc. (hereinafter “Soundbite”) wants the Commission to give them a “get out of jail free” card. Their petition is based entirely on their concern for being sued for text message calls made **after** termination of any prior express consent.

Petitioner footnotes several cases but leaves out details on what the Plaintiff’s claims are in those cases. In the cited cases victims opted out even though there was no prior express consent and were further victimized by the opt out acknowledgement text message calls.

At least one of the Defendants, *FYIsm.com LLC*, has been sued by the Texas Attorney General for fraudulently claiming opt in to premium text message service

charges on cell phone customer's bills<sup>4</sup>. In another case *NFL Enterprises Inc.* had Verizon Wireless make unsolicited text message calls on their behalf to the Plaintiff. Yet another cited case, *Gutierrez v. Barclays Group*, deals with debt collection calls to Plaintiff's cell numbers. And again in *Jaber v. Nascar Holdings* the Defendant made unsolicited text message calls to the Plaintiff. Most if not all of the cited cases were filed based on unsolicited text message calls **and** in some instances the further victimization of recipients of the illegal text message calls when they attempted to stop them. Only one of the cases, *Maleksaeedi v. American Express Centurion Bank*, is based on one time confirmation messages alone. Most if not all of the cited actions deal with text message calls made without prior express consent. It appears that Petitioner has lied to the Commission.

The opt out "grace" period Soundbite refers to in its petition applies to live telemarketing calls and not to automated calls to cell phones. There is a very limited safe harbor for numbers ported to wireless numbers. That safe harbor also does not apply to Petitioners opt out acknowledgment text message calls. The only exemption for text message calls is prior express consent or emergency purpose. There is no safe harbor in the statute or Commission rules for text message calls.

Soundbite cites the testimony of Michael Altschul of the CTIA in support of HR 3035. As previously stated HR 3035, if enacted as written, would have exempted every dialer in use today. As such CTIA's comments are not promoting any "**reasonable** business practice". And again, just as the MMA, the CTIA represents industry interests, not the interests of consumers.

## CONCLUSION

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<sup>4</sup> [https://www.oag.state.tx.us/newspubs/releases/2011/030911eyelevelholdings\\_pop.pdf](https://www.oag.state.tx.us/newspubs/releases/2011/030911eyelevelholdings_pop.pdf)

Opt out confirmation text message calls are more than an irritant. They force costs on the recipient of such text message calls. They are illegal and actionable if made **after** an opt out request has been made.

The Commission should ask itself what possible purpose such opt out acknowledgment text message calls have. There is none. The MMA and CTIA cannot justify such text message calls other than some nebulous claim they are “best practices”. Moreover, this “best practices” can easily be interpreted as a hidden sales pitch. “You can re-subscribe to our **services** in the future.”

Is there a legal requirement for an opt out acknowledgement? Absolutely not! Are recipients of such opt out acknowledgement text message calls negatively affected? Absolutely! The recipient pays for it either in a per text message call cost or a deduction from the bucket of text message call plan. There is no exemption in the TCPA for “best practices”. The opt out has been made and there is no reason for yet another text message call after an opt out has been made.

Coincidentally, today in the mail was a flyer from T-Mobile. The flyer states: “Messages: You will be charged for all messages you send and that are sent to you even if they are not received.” The MMA, CTIA and wireless carriers want to charge us for each and every text message call made, received **or even sent but not received**. Their greed defies all common sense and logic. On top of that greed they want the Commission to “legalize” theft made ostensible for “best practices” purposes.

Given the negative impact and costs on recipients such text message calls have the Commission should not legalize theft or endorse opt out acknowledgement text message calls as acceptable under the TCPA or Commission rules.



Respectfully submitted,

\_\_\_\_\_/s/

Joe Shields

Texas Government & Public Relations Spokesperson for Private Citizen Inc.

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Friendswood, Texas 77546

# TEXT MESSAGE CALL INFORMATION SHEET

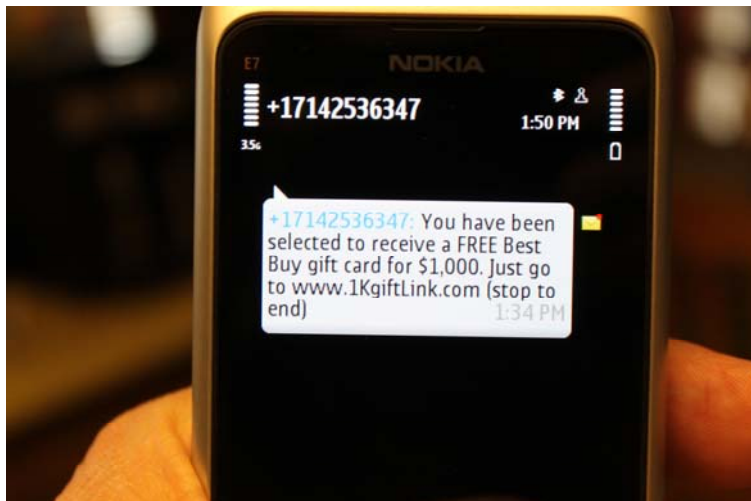
Transcript of Illegal Text Message:

+17142536347: You have been  
Selected to receive a FREE Best  
Buy gift card for \$1000. Just go  
to 1kgiftlink.com (stop to  
end) 1:34 PM

I received the above illegal text message on my cell number. I did not consent to the illegal text message nor have I ever had any business relationship with any company owning web pages linked to from the web page in the illegal text message. As a matter of principle I have never entered my cell number on any internet web page. Further, my cell number was and is on the National and State do-not-call lists.

The web site 1kgiftlink.com redirects to a web site, mygiftcarddeal.com, where after entering an email address one is transferred to a web page with a form asking for more personal information including a cell number. After entering information on mygiftcarddeal.com, one is transferred to a web page at gtooffers.com. Entering a cell phone number on that page leads to smileymedia.com. The smileymedia.com website is tied directly to mygiftcarddeal.com through the code used to build the web page. The intent of this string of web pages is to sign up peoples cell phone numbers to \$9.99 premium mobile phone services i.e. ringtones, games, wallpapers, etc. and other nefarious money making schemes for the web site owner(s).

The privacy policy located at smileymedia.com describes exactly what occurs when one follows the link in the illegal text message: *"The website located at www.smileymedia.com (the "Site"), and all subdomains, constitutes the Smiley Media Advertising Network. The Smiley Media Advertising Network allows Internet users to opt-in to advertising offers by sending answers to questions and personal information to selected advertisers."* The company that owns the smileymedia.com web site is Smiley Media Inc. d/b/a Smiley Media. Stephen Oskoui is the CEO of the company. Smiley Media Inc. is physically located in Austin, Texas.



Contact Information:

Smiley Media Inc. d/b/a Smiley Media  
Stephen Oskoui – CEO  
Slade Cutter - General Counsel  
701 Brazos St. Suite 1600  
Austin, TX 78701  
Phone: 512-480-9990  
www.smileymedia.com  
privacy@smileymedia.com  
dmca@smileymedia.com

# Get Your \$1,000 Best Buy Gift Card

**Step 3****Complete The Survey Below**

Please take 5 minutes to complete our survey loaded with Free and Special Offers

## SMILEY MEDIA STEP 3 WEB PAGE

**You're Almost Finished!****Please verify the information and continue.**

Information denoted by (\*) is invalid

**First Name** John**Last Name** Doe**Email address \*** privacy@smileymedia.c**Country** United States**Cell Phone Number**    00:08**Verify and Continue**

**Claims to be a survey but the privacy policy says it's a sign up for Smiley's marketing network.  
Note the use of grey on grey to "hide" the text.**

Click Verify to agree to the privacy policy below.

[Ads by Smiley Media](#) - [Advertise here](#) - [Smiley Media Privacy policy](#) - [DMCA policy](#)

OnlineGiftPanel.com

# Congratulations!

Tell us where to send your Free \$1,000 Walmart Gift Card!

Title: --

First Name:

Last Name:

Address:  (NO PO Boxes)

Apt/Suite:

Zip Code:  20002 State: --

City:  Washington

✔ Email Address:

Date of Birth: MM DD YYYY

Cell Phone:  -  -

Home Phone:  -  -

**Continue**

By clicking Continue, I have read and agree to OnlineGiftPanel.com's [Privacy Policy](#) and [Terms & Conditions](#), which includes providing my signature expressly requesting a return phone call and/or SMS text (std msg rates may apply) from this list of [Marketing Partners](#) based on my answers to the following survey pages. I also agree to receive pre-recorded messages from WCA and CRC.

**This Marketing Partners is vague and intended to cover every possible business there is. See next page.**

OnlineGiftPanel.com is an independent rewards program and not associated with any of the above listed merchants or brands. OnlineGiftPanel.com is solely responsible for all reward fulfillment. In order to receive your reward you must: (1) Meet the eligibility requirements (2) complete the survey (3) complete a total of 13 Reward Offers as stated in the Terms & Conditions (4) not cancel your participation in more than a total of 2 Reward Offers within 30 days of any Reward Offer Sign-Up Date as outlined in the Terms & Conditions (the Cancellation Limit) and (5) follow the redemption instructions.

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The act of registering on our site and/or depending on your answers to survey questions, you may receive a live or pre-recorded telephone call or SMS text (standard message rates may apply) from the callers listed below at the number you provided. You expressly waive all federal and state no-call registrations with respect to such contact. You may opt out of receiving calls or texts at any time by following the instructions provided on all calls.

- (1) Diabetic Offers: **Prescriptions Plus, National Wellness Supply or Quality Medical Products** may place a live call to you regarding diabetic meters and other related products.
- (2) Magazines: **Viking Magazine Services** may send you a text message or place a live or pre-recorded call to you to promote magazine subscriptions.
- (3) Education & Career Questions: **Education Advisors** and/or **Twin Creeks Marketing, Inc (peak-education.net)** may place a live or pre-recorded call to you to discuss furthering your education or career at an institution that offers post-secondary online school courses or degree programs.
- (4) Home, Finance & Auto Questions:
  - **DebtSettlement.com** may place a live or pre-recorded call to you to match you with a debt resolution company.
  - **Unique Consulting Group** may place a live or pre-recorded call to you to discuss repairing your credit.
  - **Debt Solution** may place a live or pre-recorded call to you match you with a credit counseling company.
  - **Lincoln Home Services** may place a live or pre-recorded call to you offering satellite TV systems, home maintenance services, and similar products.
  - **Waka Network** may place a live or pre-recorded call to you to promote its daily deal program.
- (5) Lifestyle:
  - **Caribbean Cruise Line** ("CRC") may place a live or pre-recorded call to you offering discounted cruise and travel opportunities.
- (6) Special Offer Service: By participating, you are subscribing to a free Special Offer Service ("SOS") promoted by **Worldwide Commerce Associates** ("WCA"). SOS subscribers receive up to three (3) recorded telephone messages per week from WCA regarding various special product offers and purchase incentives, and are entered into the SOS sweepstakes whenever you receive such calls. You may revoke your consent to receive messages from WCA at any time by utilizing the opt out procedure in any message you receive. For more information regarding the SOS, including applicable rules, please visit [www.specialofferservice.com](http://www.specialofferservice.com).
- (7) Sweepstakes Entry: By providing your phone number and registering, you are entering into the **Ringnet** sweepstakes program, and qualify for valuable daily prize drawings. This means you are providing Ringnet with express consent to send you recorded messages that feature special offers to the phone number you provide, regardless of whether it is on any state or federal Do Not Call list.
- (8) Legal Services: You agree that you are interested in learning more about the services of an attorney and expressly consent to receive prerecorded calls from **LawCentric** to discuss the availability of legal services. LawCentric is not a law firm, and no one from LawCentric who contacts you will be an attorney. If you are contacted, LawCentric cannot provide you with any legal advice.

Look at who is involved in this scam to circumvent State and National DNC laws!



*We make removals easy. If you ever change your mind about accepting calls, just click here.*

REMOVE  
ME

HOME

COMPLIANCE PROCEDURES

REMOVAL PROCESSING

FAQ'S

RESOURCES

## FREQUENTLY ASKED QUESTIONS

### What is the Special Offer Service?

The Special Offer Service is a unique program in which subscribers obtain a variety of benefits not for trying or buying products, but just for listening to offers. We believe that in exchange for their agreement to receive marketing messages, consumers deserve to be compensated in various ways for their time.

### What are the benefits of subscribing to the Special Offer Service?

Our Daily Dial4Dollars Sweepstakes awards \$100 every weekday to one randomly selected subscriber who listened to a message. We also award \$1000 every three months to one randomly selected subscriber that pressed 1 during a call. We have awarded thousands of dollars to subscribers, and they also receive random gifts when they answer calls.

Subscribers are also given the opportunity to participate in product trials, giveaways, and to hear offers they won't hear about anywhere else. Subscribers are also entitled to a free prescription benefit card that can save them hundreds of dollars on name brand prescriptions at any pharmacy.

### Does WCA sell anything?

We don't sell anything. When we call you, our only goal is to have you listen to our message, and enter you into that day's \$100 giveaway. You don't have to respond in any way. If you do, you'll hear more information. If you want, you can be connected to an offer sponsor, and you'll also be automatically entered into our \$1000 quarterly giveaway. Again, we don't sell anything, and we don't care if you buy anything.

### How will I know that I'm receiving one of your calls?

We identify ourselves on your caller ID with the initials WCA or SOS, together with a brief description of the type of offer you'll hear (i.e., "WCA TRAVEL"). We also identify ourselves at the start of each call, tell you what the call is about, and offer you the chance to unsubscribe.

### How do I cancel?

There are many ways to unsubscribe. You can press 3 on any call you receive and your number will be automatically removed. If you press 1 to listen to more details about an offer, you can request removal from a live agent. You can unsubscribe through our website by visiting the cancellation page. You can unsubscribe by calling 800-269-0281. You can also send an e-mail to [optout@specialofferservice.com](mailto:optout@specialofferservice.com).

### How can I confirm my removal?

**After you submit a removal request, you will receive one more recorded phone call from us that confirms the fact that you've been removed.** After your removal request is processed, you can confirm your removal by submitting another removal request. The call you receive will tell you that your number has already been removed, and will provide the date of removal.

Remember, the odds of winning our sweepstakes is affected by the number of subscribers, so if you don't want to participate in the SOS experience, don't waste another minute and cancel as soon as possible, and increase the odds of winning for those who want in.

### I've been getting calls, but I don't recall signing up. How did I get in this program?

WCA partners with numerous special offer websites, sweepstakes companies, popular blogs, and list management organizations, which clearly and conspicuously insert the SOS subscription acceptance on their registration pages and the privacy policies. When visitors to these sites accept the terms and conditions and enters their number, that number becomes part of our subscription database.

If you believe you're receiving calls from us, it is possible that another member of your household visited one of our partner sites and entered your phone number without your knowledge. Another possible reason is that when someone registered on a partner site, they provided an incorrect telephone number, and by sheer coincidence, it was yours.

### Does WCA send text messages or emails?

NO. Our company has never sent a text message or an email. If you are receiving text messages or marketing e-mails, whoever sends them is required to identify themselves, and provide you with an easy method to remove yourself. If they do not, please visit our resources page to find out what you can do.

### Why do I keep getting calls after I requested to be removed?

We do NOT call consumers who submitted removal requests. We strictly honor all removal requests- to do otherwise would diminish our subscribers' chances of winning our sweepstakes. If you pressed 3 while listening to a message, or called one of our removal lines and followed the instructions, you will not be called again unless your number is once again entered into our consent database. You may, however, remove yourself permanently by using our online system. **After you submit your request, you will receive a call from us that either (a) confirms your removal; (b) informs you that your removal request was already processed; or (c) informs you that your number was never in our consent database.**

Once again, if you've submitted a removal request, WCA is not the entity that called you. Remember, unlike many other marketing organizations that utilize recorded messages, WCA actually complies with the many requirements to do so legally, and hence identifies itself to call recipients in multiple ways. The problem with doing so is that unscrupulous telemarketers falsely identify themselves as WCA, and may even submit false caller ID information (also known as "spoofing"). In addition, because WCA has complied with the rules and includes its name and contact information on Internet consent forms, it is often the only company that consumers can locate.

If you believe you received an unsolicited telemarketing call, let us help you sort it out. We spend considerable time, effort, and resources to ensure that we comply with the law, and want those who do not to be held accountable. Please visit our resources page to learn more about what you can do.

### What kind of offers are distributed?

Offers fall into a variety of categories, like discounted travel opportunities, consumer electronics, financial services, career training, etc. Offers are sponsored by third party companies that we prescreen to help ensure their legitimacy. We even "secret shop" them and order their products ourselves to help make certain that they're describing their merchandise accurately.

I'm cannot reach a sponsor's customer service department. Can you help me?

We do not endorse or recommend any sponsored offer, nor can we speak on a sponsor's behalf. However, we've spent years crafting a service that delivers value to our subscribers, and we want to do everything possible to make certain they're satisfied. If you're dissatisfied with your experience with an offer sponsor, please let us know by contacting us at: [SOMEONE SEND MATT AN EMAIL ADDRESS HERE](mailto:SOMEONE SEND MATT AN EMAIL ADDRESS HERE), and we'll do what we can to help resolve your issue.

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[HOME](#)   [COMPLIANCE PROCEDURES](#)   [REMOVAL PROCESSING](#)   [FAQ'S](#)   [RESOURCES](#)   [CONTACT US](#)

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# Best Plan Ever

Two Lines  
**\$49.99** Unlimited  
each per mo. data, talk & text  
Includes 2 GB of full-speed data.  
Limited time

America's  
**Largest 4G** Network  
now faster than ever

Now  
Open!  
Your  
Neighborhood  
T-Mobile Store

**T-Mobile**

210 E Parkwood Ave Suite C, Friendswood, TX 77546

(Parkwood & FM 518 - Next to Papa Johns)

Phn: 281-996-7604



# Best. Plan. Ever.

Two Lines  
**\$49.99** Unlimited  
each per mo. data, talk & text  
Includes 2 GB of full-speed data.  
Limited time

Local  
Residential Customer

\*\*\*\*\*ECRWSS\*\*\*\*\*

U.S. POSTAGE PAID  
STD MAIL ECRWSS  
EDDM-Retail

## Grand Opening Promotion!

## ***\$35 Bill Credit on all New Activations!!!***

Offer Expires: 4/30/2012

Offer Valid: Parkwood @ FM 518 T-Mobile Location Only

Please Provide Flyer to Qualify

T-Mobile's HSPA+ 4G network, including increased speeds, not available everywhere. See coverage details at T-Mobile.com. Limited time offer; subject to change. Taxes and fees additional. Not all plans or features available on all devices. Unlimited features for direct U.S. communications between 2 people. General Terms: At participating locations. Domestic only. Credit approval, \$35 per line activation fee, and two-year agreement with up to \$200/line early cancellation fee required; deposit may apply. If you switch plans you may be bound by existing or extended contract term (including early cancellation provisions) and/or charged an up to \$200 fee. You may be unable to switch to some plans. Additional requirements may apply to business customers; Premier and other business/association discounts not available. Regulatory Programs Fee (not a tax or government-mandated charge) of up to \$1.61 per line/month applies. Taxes approx. 628% of bill. Data: For unlimited data plans, full speeds available up to monthly data allotment; after allotment used, speeds slowed to up to 2G speeds for remainder of billing cycle. Your data session, plan, or service may be slowed, suspended, terminated, or restricted if you use your service in a way that interferes with or impacts our network or ability to provide quality service to other users, if you roam for a significant portion of your usage, or if you use a disproportionate amount of bandwidth during a billing cycle. Some devices require specific data plans. You may not use your plan or device for prohibited uses. Domestic use only. Some devices may transmit and receive data without any user action, which may result in unexpected charges when you travel internationally. **Messaging: You will be charged for all messages you send and that are sent to you even if they aren't received.** Length/size of messages may be limited. Coverage: Coverage not available everywhere. Abnormal Usage: Service may be limited or terminated for misuse, abnormal usage or significant roaming. See brochures and Terms and Conditions (including arbitration provision) at [www.T-Mobile.com](http://www.T-Mobile.com) for additional information. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. © 2011 T-Mobile USA, Inc.

Charged for text messages sent to you but not received. Outrageous!

RECEIVED 04/15/12